

## EXHIBIT A

119

1297

INDEXED

1297

For and in consideration of One Dollar (\$1.00) to Her  
in hand paid, Lillian A. Alexander

of No street or number, Town of Warwick, Orange County,  
New York

herein designated as the Grantor does Grant and Convey to Home Gas Company, of 267 Court  
herein designated as the Grantee, its successors and assigns, the right and privilege to lay, maintain,  
operate, repair, change and remove a pipe line over and through lands situated in the Town of  
County of Orange in the State of New York, bounded and described as follows: Warwick

On the north by lands of Todd Estate

On the east by lands of Sterling Iron & Railway Company

On the south by lands of Sterling Forest Farms Inc.

On the west by lands of Hattie Z. Posten

The Grantee's proper representatives are hereby granted the right of ingress, egress and regress to and from the above described lands, together with the right to maintain, operate, repair and remove its existing pipe lines for the transportation of gas on said land. It is provided that the Grantor may fully enjoy the use of said premises, except for the purposes herein granted to said Grantee, and said Grantee to compensate for any damages, both real and personal, which may arise from laying, maintaining, operating, repairing, and removing said pipe line, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, Her heirs and assigns, one by the Grantee, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

The Grantee shall select the exact location of the pipe line after its final surveys have been completed. And it is hereby further agreed, that the said company, its successors and assigns, may at any time lay, maintain, operate, repair and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consideration, and subject to the same conditions; also may change the size of its pipes, the damage, if any, to crops and surface in making such change to be paid by the Company.

The Grantee agrees to pay One Dollar (\$1.00) per linear rod of right of way at the time of laying the pipe thereon, and in case no pipe is laid thereon, or such payment per rod is not made within three years from the date thereof, this grant shall be null and void, and neither party hereto shall be liable to the other as a result of this instrument. In addition the Grantee agrees to pay the sum of \$125.00 timber and tree damage.

It is agreed that the Grantor shall not have a vendor's lien hereunder, and that in lieu of any such lien, Grantor accepts the Grantee's obligation to pay any consideration in addition to the consideration already paid.

The Grantee agrees to move logs and saw timber to a location along public highway and a location near private lane to residence. Williams Bros. Corporation, contractor who is laying this line, is to use the right of way only, in crossing this property.

ENTERED LAND DEPT.  
BY .....  
DATE AUG 30 1910

120

All payments hereunder may be made to Lillian A. Alexander of

R.D.#1, Monroe, New York who is hereby authorized to receive and receipt for same.

The Grantee hereby agrees to repair the driveway into the residence, at point of pipe line crossing, put it into the same condition as found, and if repair are necessary at any future time, at point of pipe line crossing, the Grantee is to repair said crossing within two weeks of notification. Line to enter Grantors property at or near corner of lands of Lloyd Putnam, thence South 63 Deg. East, thence South 55 Deg. East, to a point approximately 64' Southwest of barn on Grantors property, thence South 60 Deg. East to lands of Sterling Forest Farms Inc.

IT IS MUTUALLY UNDERSTOOD AND AGREED that this instrument as originally written covers all the agreements and stipulations between the parties, and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of said original right of way.

The original ditch across the driveway on this property, not to remain open for a period exceeding ten hours.

WITNESS the following signatures and seals this  
July , A.D. 19 49

9<sup>th</sup>

day of

Signed, sealed and delivered  
in presence of:

*R. S. Sauman*

Witness

*Lillian A. Alexander*

Grantor

Witness

Grantor

Witness

Grantor

Witness

Grantor

Accepted for Home Gas Company

*W. B. Buiden*  
Sup't. of Construction

State of New York

County of *ORANGE*

Township of *Warwick* } SS:

On this  
year Nineteen Hundred and  
subscriber, personally appeared

9<sup>th</sup>

49

day of *July*

in the

before me, the

*Lillian A. Alexander*

to me known and known to me to be the same person  
who executed the within Instrument, and

described in, and

5 he acknowledged to me that

5 he

executed the same.

*Augustus Emerich, Jr.*

AUGUSTUS EMERICH, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
Residing in Orange County Clerk's No. 1464  
Commission expires March 30, 1957

